

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

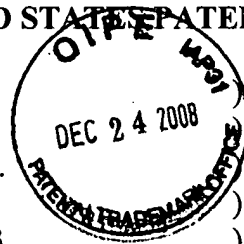
In re Patent Application of

Robert WINSKOWICZ *et al.*

Application No.: 10/821,763

Filed: April 9, 2004

For: GOLF BALL WITH WATER  
IMMERSION INDICATOR



MAIL STOP APPEAL BRIEF-  
PATENTS

Group Art Unit: 3711

Examiner: Raeann TRIMIEW

Confirmation No.: 1461

REPLY BRIEF PURSUANT TO 37 C.F.R. § 41.41

**MAIL STOP APPEAL BRIEF-PATENTS**

Commissioner for Patents

P.O. Box 1450

Alexandria, Virginia 22313-1450

Sir:

Appellants hereby provide their Reply Brief Pursuant To 37 C.F.R. § 41.41 in response to the Examiner's Answer mailed October 28, 2008.<sup>1</sup>

<sup>1</sup> A second Examiner's Answer was mailed on December 12, 2008, for the above-referenced application. This second Examiner's Answer is substantively the same as the Examiner's Answer mailed on October 28, 2008, yet includes additional information regarding options for the case at Pages 7 and 8. In an abundance of caution, Appellants are filing this Reply Brief within two months of the mailing date of the first Examiner's Answer, *i.e.*, on or before December 28, 2008.

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**I. Statement Regarding Transitional Appeal Practices**

Appellants filed their Appeal Brief on **February 4, 2008**, including the Evidence Appendix and its attachments.

Appellants received a Communication (“Notification of Non-Compliance with the Requirements of 37 CFR 41.37(c)”) mailed April 29, 2008, that the Appeal Brief was defective for purportedly lacking the attachments to the Evidence Appendix. On May 2, 2008, Appellants responded to the Notification and re-submitted the Appeal Brief, including the originally-filed Evidence Appendix and its attachments.

Yet again, on July 28, 2008, Appellants received a Communication (“Notification of Non-Compliance with the Requirements of 37 CFR 41.37(c)”) mailed July 28, 2008, that the Appeal Brief was defective for purportedly lacking the attachments to the Evidence Appendix. On August 18, 2008, Appellants responded to the Notification and resubmitted, electronically, the Appeal Brief, including the originally-filed Evidence Appendix and its attachments.

The Examiner's Answer was mailed on **October 28, 2008**, *i.e.*, over eight (8) months after Appellants' complete Appeal Brief was filed.

Thus, Appellants' Appeal Brief was filed under the old appeal rules and this Reply Brief is being filed after the proposed effective date, December 10, 2008, of the new “Rules of Practice Before the Board of Patent Appeals and Interferences in *Ex parte* Appeals” issued on June 10, 2008 in Volume 73, No. 112, of the Federal Register.<sup>2</sup> Pursuant to the “Clarification of the Effective Date Provision in the Final Rule for *Ex parte* Appeals” issued on November 20, 2008,

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<sup>2</sup> On December 10, 2008, the U.S. Patent and Trademark Office issued an announcement regarding the delay of the effective and applicability dates for the new rules, but indicated that the “USPTO will continue to accept appeal briefs in either the current format, or the new format as outlined in the final rule.” Accordingly, Appellants' instant Reply Brief complies with the new rules.

in Volume 73, No. 225, of the Federal Register, the instant Reply Brief complies with new 37 C.F.R. §§ 41.41 and 41.37.

## **II. Statement Of Additional Facts**

Due to the transition in appeal rules, Appellants' Appeal Brief does not contain a Statement of Facts. However, Appellants believe the following Additional Facts "are necessary to address the points raised in the examiner's answer." 37 C.F.R. § 41.41(f).

### ***Status of Claims***

1. The Final Office Action mailed July 2, 2007, indicates that: (a) Claims 1-31 are pending; (b) Claim 31 is allowed; (c) Claims 1-11, 13, 14, 16, 17, 25, and 29 are rejected; and (d) Claims 12, 15, 18-24, 26-28, and 30 are objected to. *Final Office Action mailed July 2, 2007, Office Action Summary, Items 4-7, respectively; Page 2.*

2. The Advisory Action mailed November 29, 2007, indicates that: (a) Claim 31 is allowed; (b) Claims 12, 15, 18-24, 26-28, and 30 are objected to; and (c) Claims 1-11, 13, 14, 16, 17, 25, and 29 are rejected. *Advisory Action mailed November 29, 2007, Item 7.*

3. The Notice of Panel Decision from Pre-Appeal Brief Review mailed December 31, 2007, indicates that: (a) Claim 31 is allowed; (b) Claims 12, 15, 18-24, 26-28, and 30 are objected to; and (c) Claims 1-11, 13, 14, 16, 17, 25, and 29 are rejected. *Notice of Panel Decision from Pre-Appeal Brief Review mailed December 31, 2007, Item 2.*

4. Contrary to the foregoing, the Examiner's Answer now: (a) indicates that Claim 9 is withdrawn from consideration as not directed to the elected invention; (b) changes the status of

Claim 13 from rejected to objected to; (c) indicates that Claim 25 is rejected twice; and (d) fails to mention Claim 29.<sup>3</sup> *Examiner's Answer mailed October 28, 2008, Page 2, ¶ 3.*

***Status of Previously-Pending Rejections***

5. Appellants' Appeal Brief addressed the two pending rejections: (a) the rejection of Claims 1-11, 13, 14, 16, 17, 25, and 29 under 35 U.S.C. § 102(b) over U.S. Patent No. 6,358,160 ("the '160 patent"); and (b) the rejection of Claims 1-11, 13, 14, 16, 17, 25, and 29 under 35 U.S.C. § 103(a) over the '160 patent. *Final Office Action mailed July 2, 2007, Page 2; Appeal Brief Pursuant To 37 C.F.R. § 41.37 filed February 4, 2008, Pages 7-17, Sections VII-VIII.*

6. The Examiner's Answer does not specifically withdraw the 35 U.S.C. § 103(a) rejection addressed by Appellants in their Appeal Brief. *Examiner's Answer mailed October 28, 2008.*

7. Pursuant to Section 1207.02 of the Manual of Patent Examining Procedure ("M.P.E.P."), Appellants invite the Board to consider the 35 U.S.C. § 103(a) rejection addressed by Appellants in their Appeal Brief "as having been dropped." *M.P.E.P. § 1207.02.*

***New Ground Of Rejection***

8. The New Ground of Rejection set forth in the Examiner's Answer mailed October 28, 2008, is that Claims 1-8, 10, 11, 14, 16, 17, 25, and 29 are rejected under 35 U.S.C. § 102(b) as purportedly anticipated by the '160 patent. *Examiner's Answer mailed October 28, 2008, Pages 3-7, ¶¶ 9-10.*

9. While styled as a "New Ground(s) of Rejection," the rejection of Claims 1-8, 10-11, 14, 16, 17, 25, and 29 under 35 U.S.C. § 102(b) as purportedly anticipated by the '160 patent is effectually the same as the rejection of "Claims 1-11, 13, 14, 16, 17, 25, and 29" under 35 U.S.C.

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<sup>3</sup> Appellants believe the Examiner may have intended Claim 29 at the second listing of Claim 25 being rejected. *See Examiner's Answer mailed October 28, 2008, Page 2, ¶ 3.*

§ 102(b) as purportedly anticipated by the '160 patent set forth in the Final Office Action mailed July 2, 2007. *Compare Examiner's Answer mailed October 28, 2008 with Final Office Action mailed July 2, 2007.*

***Second Examiner's Answer***

10. On December 12, 2008, a second Examiner's Answer was mailed.

11. The second Examiner's Answer mailed on December 12, 2008, is substantively the same as the first Examiner's Answer mailed on October 28, 2008 – the only difference in content appearing on Pages 7 and 8 of the second Examiner's Answer, where the options of reopening prosecution or maintaining the appeal are set forth.

12. Out of an abundance of caution and because the second Examiner's Answer does not actively nullify the deadlines set by the first Examiner's Answer, Appellants file the instant Reply Brief within the deadlines set by the first Examiner's Answer and cite to content from that Answer.

**III. Argument**

Pursuant to 37 C.F.R. § 41.41(g), Appellants hereby provide their arguments “responsive to points made in the examiner's answer.” In addition, Appellants reiterate their arguments regarding the rejection under 35 U.S.C. § 102(b) set forth in their Appeal Brief, at Pages 8-12 and 18, originally filed February 4, 2008 (refiled May 2, 2008, and August 18, 2008).

**A. Anticipation**

“Invalidity based on ‘anticipation’ requires that the invention is not in fact new.” *Verve LLC v. Crane Cams, Inc.*, 311 F.3d 1116, 1120 (Fed. Cir. 2002). To be anticipating, a “single reference must describe the claimed invention with sufficient precision and detail to establish

that the subject matter existed in the prior art.” *Verve*, 311 F.3d at 1120. “To anticipate, *every* element and limitation of the claimed invention must be found in a single prior art reference, *arranged as in the claim.*” *Brown v. 3M*, 265 F.3d 1349, 1351 (Fed. Cir. 2001) (emphasis added). That is, absence from the reference of any claimed element negates anticipation. *Rowe v. Dror*, 112 F.3d 473, 478 (Fed. Cir. 1997) (quoting *Kloster Speedsteel AB v. Crucible, Inc.*, 793 F.2d 1565, 1571 (Fed. Cir. 1986)). Anticipation also requires an enabling disclosure. *Schering Corp. v. Geneva Pharms., Inc.*, 339 F.3d 1373, 1380 (Fed. Cir. 2003).

**B. Fundamental Differences Between Appellants’ Invention And That Claimed In The ‘160 Patent**

This is a reply to the Examiner’s Answer mailed October 28, 2008.

**1. Claim 1**

On Page 4, Lines 10-13, of the Examiner’s Answer, the Examiner states that “Appellant argues claim 1 is a method for providing a golf ball comprising a water activated mask and a covered indicator. Once the masking layer is removed or dissolved the indicator appears and is in its final indicator state. However, Appellant[s]’ arguments do not coincide with the claimed invention.” The response is that the Examiner is mistaken.

The language of Claim 1 is clear:

A method for providing a golf ball with a visual indication that a property has been altered due to the presence of water in the golf ball, comprising:  
applying a water-activated mask that is altered to permit viewing of a covered indicator upon being subjected to water.

*Appeal Brief, Claims Appendix, Claim 1.* Claim 1 conveys that the golf ball already has an indicator. Claim 1’s silence as to any transformation of the indicator conveys that nothing more happens to the indicator – its status is set at all times. Claim 1 conveys that a water-activated mask is applied to that indicator. Claim 1 also conveys that upon activation with water, the *mask*



is altered and that alteration is what permits viewing of the underlying, already-present, status-set indicator. The clause “upon being subjected to water” refers to the trigger for alteration of the *mask*, not the underlying, already-present, status-set indicator.

It is established law that that which infringes, if later, anticipates if earlier. *See, e.g., Lisle Corp. v. A.J. Mfg. Co.*, 398 F.3d 1306, 1315 (Fed. Cir. 2005) (quoting *Lewmar Marine, Inc. v. Barient, Inc.*, 827 F.2d 744, 747 (Fed. Cir. 1987)). Here, the golf balls of the ‘160 patent would not infringe Appellants’ claims because they do not satisfy at least the “covered indicator” and “water-activated mask” limitations of Claim 1. In the ‘160 patent, an imprint made with water-activated ink is the indicator, and it is not covered. In Appellants’ claims, the indicator is the golf ball and that indicator is covered by the water-activated mask. In the ‘160 patent, the indicator is water-activated, whereas in Appellants’ claims the mask, and not the indicator, is water-activated.

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On Page 4, Lines 15-17, of the Examiner’s Answer, the Examiner states “Contrary to appellant[s’] arguments the claims do not limit or even acknowledge the ‘state’ of the indicator. The claim simply requires the presence of ‘a covered indicator’.” The response is that the Examiner is mistaken.

Claim 1 conveys that the golf ball already has an indicator, *i.e.*, acknowledges the state of the indicator. Claim 1’s silence as to any transformation of the indicator also pertains to the state of the indicator. Claim 1 conveys that nothing more happens to the indicator – its status is set at all times.

\*\*\*\*\*

On Page 4, Lines 17-19, of the Examiner's Answer, the Examiner states that "The prior art ['160 patent], clearly discloses a golf ball comprising a water activated mask or glossy coating that covers the indicator (mottled area or indicia)." The response is that the Examiner is mistaken.

The '160 patent claims golf balls comprising, *inter alia*, "imprints on said golf ball made with a water activated ink which changes appearance to indicate that the performance characteristics of said ball have been altered due to said immersion." *'160 Patent, Claim 1, Column 10, Lines 55-58; Claim 4, Column 11, Lines 3-4; Claim 10, Column 12, Lines 8-10.* That is, in the '160 patent, water-activated ink is applied to a golf ball and upon immersion in water, the *ink*, not the golf ball, changes appearance. In the '160 patent, the water-activated ink is the indicator. In Appellants' claims, the golf ball itself already contains the indicator. In Appellants' claims, the water-activated mask does *not* act as the indicator. Instead, the water-activated mask "is altered to permit viewing of a covered indicator." *Appeal Brief, Claims Appendix, Claim 1.*

The description of Figure 2 in the '160 patent evidences the distinctions between the '160 patent and Appellants' claims. The '160 patent states "In order to provide an indicator of golf balls that have been immersed in water for some time, and referred now to FIG. 2, it can be seen that golf ball 10 is provided with *a mottled appearance 15, which serves as an indicator* that the ball has been immersed in water." *Evidence Appendix, '160 Patent, Column 3, Lines 1-5 (emphasis added), Figure 2.* Thus, it is the mottled appearance provided by the water-activated ink in the '160 patent that serves as the indicator, *not* an underlying status-set golf ball as with Appellants' claims.

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On Page 4, Line 19 through Page 5, Line 2, of the Examiner's Answer, the Examiner states "Appellant further argues, 'The important point is that the indicator does not change. Instead, only the mask, upon being activated by water, changes.' Appellant[s'] analysis is correct but it is not limited to an indicator that does not change. Claim 1 as currently written only requires the presence of a covered indicator. The state of the indicator at the point it is revealed is not claimed." The response is that the Examiner is mistaken as to the status of the indicator yet correct regarding Appellants' analysis.

Claim 1 conveys that the golf ball already has an indicator. Claim 1's silence as to any transformation of the indicator conveys that nothing more happens to the indicator – its status is set at all times. Claim 1 conveys that a water-activated mask is applied to that indicator. Claim 1 also conveys that upon activation with water, the *mask* is altered and that alteration is what permits viewing of the underlying, already-present, status-set indicator. Claims 2-5, 10, 11, 13, 14, 16, 17, 25, and 29 confirm that the mask, and not the status-set indicator, changes. *Appeal Brief, Claims Appendix, Claims 2-5, 10, 11, 13, 14, 16, 17, 25, and 29.*

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Because the '160 patent fails to disclose each and every element of Claim 1, Appellants respectfully submit that the rejection of Claim 1 under 35 U.S.C. § 102(b) should be reversed.

## **2. Claim 2**

On Page 5, Lines 3-6, of the Examiner's Answer, the Examiner states that the '160 patent "discloses the glossy coating or masking layer dissolves in the presence of water. Once a material dissolves, any and all properties will inherently be changed, including the refraction index."

The first response is that the glossy coating in the '160 patent is the indicator, whereas in Appellants' claims the indicator is the status-set underlying golf ball. The Examiner has impermissibly equated the glossy coating in the '160 patent with the water-activated mask in Appellants' claims. As explained above, in Appellants' claims the water-activated mask is altered to permit viewing of the status-set indicator, whereas in the '160 patent the glossy coat is the indicator.

The second response is that the Examiner has provided no *evidence*, other than her own assertion, that "[o]nce a material dissolves, any and all properties will inherently be changed, including the refraction index." Anticipation requires more than speculation, probabilities, and possibilities – the "mere fact that a certain thing *may* result from a given set of circumstances is not sufficient." *Crown Operations Int'l, Ltd. v. Solutia*, 289 F.3d 1367, 1377 (Fed. Cir. 2002) (emphasis added). Appellants respectfully submit that the Examiner has not supported this rejection with actual evidence.

Because the '160 patent fails to disclose each and every element of Claim 2, Appellants respectfully submit that the rejection of Claim 2 under 35 U.S.C. § 102(b) should be reversed.

### 3. Claim 3

On Page 5, Lines 7-12, of the Examiner's Answer, the Examiner states that Appellants argue that the '160 patent "mentions the concept of controlled degradation but requires the use of water activated inks with resins to establish controlled degradation. Appellant[s] support[] the rejection by clearly indicating [the '160 patent] discloses degradation of the glossy layer or mask. As disclosed by [the '160 patent] and supported by appellant[s], the glossy coating dissolves (degrade[s]) upon contact with water, therefor[e] the limitation is satisfied." The response is that Appellants in no way support the Examiner's rejection.

Controlled degradation is mentioned in the '160 patent with regard to the water-activated inks that serve as the indicators in the '160 patent, *i.e.*, not Appellants' claimed status-set golf ball indicators. This alone renders moot the rejection. Moreover, partial degradation as stated in Appellants' Claim 3 pertains to the water-activated mask, not the indicators as in the '160 patent. *See Evidence Appendix, '160 Patent, Column 9, Line 64 to Column 10, Line 12.*

Because the '160 patent fails to disclose each and every element of Claim 3, Appellants respectfully submit that the rejection of Claim 3 under 35 U.S.C. § 102(b) should be reversed.

**4. Claim 4**

On Page 5, Lines 13-15, of the Examiner's Answer, the Examiner states that "Appellant[s] argue[] the prior [art] does not disclose the term 'sloughing off'. However, [the '160 patent] discloses the glossy coating 'dissolves', which is interchangeable with the term 'sloughing off'." The response is that: (1) the Examiner has provided no *evidence*, other than her own assertion, that one of skill in the art considers dissolution and sloughing off as interchangeable; and (2) dissolution of a glossy coating in the '160 patent is irrelevant because the glossy coating of the '160 patent is not Appellants' water-activated mask, let alone a water-activated mask altered to permit viewing of a covered indicator.

Because the '160 patent fails to disclose each and every element of Claim 4, Appellants respectfully submit that the rejection of Claim 4 under 35 U.S.C. § 102(b) should be reversed.

**5. Claim 5**

On Page 5, Lines 16-20, of the Examiner's Answer, the Examiner states that the '160 patent "discloses the glossy layer dissolves upon contact with water. Figure 1 [of the '160 patent] illustrates the golf ball in contact with water in a pond or lake. Outdoor ponds and lakes inherently contain microorganisms that will aid the water in dissolving the glossy coating." The

response is: (1) the Examiner has provided no *evidence*, other than her own assertion, that outdoor ponds and lakes inherently contain microorganisms that will aid the water in dissolving the glossy coating; and (2) dissolution of a glossy coating in the '160 patent is irrelevant because the glossy coating of the '160 patent is not Appellants' water-activated mask, let alone a water-activated mask altered to permit viewing of a covered indicator.

Because the '160 patent fails to disclose each and every element of Claim 5, Appellants respectfully submit that the rejection of Claim 5 under 35 U.S.C. § 102(b) should be reversed.

**6. Claims 6-8, 10, and 11**

On Page 5, Line 21 to Page 6, Line 3, of the Examiner's Answer, the Examiner indicates that Claims 6-8, 10, and 11 are anticipated by the '160 patent. The response is that the Examiner is mistaken, at least for the reasons set forth above that explain how the '160 patent lacks each and every limitation of Claim 1. Because Claims 6-8, 10, and 11 depend (directly or indirectly) from Claim 1, they are similarly unanticipated.

Moreover, on Page 6, Lines 1-3, of the Examiner's Answer, the Examiner relies upon Figures 2, 9, and 10 to support her arguments. The response is that these figures support Appellants' contentions. With regard to Figure 2, the '160 patent states that "golf ball **10** is provided *with a mottled appearance 15, which serves as an indicator.*" '160 Patent, Column 3, Lines 1-5 (italics added). Thus, it is the mottled appearance provided by the water-activated ink in the '160 patent that serves as the indicator, *not* an underlying status-set golf ball as with Appellants' claims. With regard to Figures 9 and 10, the '160 patent states that "water-activated inks are used to effectuate a change in appearance to the golf ball in one of two ways: (i) a marking **80** that is transparent but appears after exposure to water as shown in FIG. **10**, or (ii) a marking **82** that is noticeable but vanishes upon exposure to water, as shown in FIG. **9**." '160

*Patent, Column 9, Line 65 to Column 10, Line 3.* Again, these Figures and their descriptions indicate that the water-activated ink is the indicator – either by its appearance in Figure 10 or by its disappearance in Figure 9. Contrarily, in Appellants' claimed invention, the indicator is static and it is the mask, not the indicator, that is water-activated.

Because the '160 patent fails to disclose each and every element of Claims 6-8, 10, and 11, Appellants respectfully submit that the rejection of Claims 6-8, 10, and 11 under 35 U.S.C. § 102(b) should be reversed.

7. **Claim 14**

On Page 6, Lines 4-8, of the Examiner's Answer, the Examiner states, without citation(s), that the '160 patent "discloses the glossy layer is a polymer that dissolves in the presence of water. The polymer inherently includes a binding material that binds the components of the polymer. Since the glossy coating dissolves, all the elements in the polymer (including the binder) will dissolve as well." The response is that the Examiner is mistaken.

Inherency may not be established by speculation, probabilities, and possibilities – the "mere fact that a certain thing *may* result from a given set of circumstances is not sufficient." *Crown*, 289 F.3d at 1377 (emphasis added). Moreover, inclusion of binding material in the polymer of a glossy coating in the '160 patent is irrelevant because the glossy coating of the '160 patent is not Appellants' water-activated mask, let alone a water-activated mask altered to permit viewing of a covered indicator.

Because the '160 patent fails to disclose each and every element of Claim 14, Appellants respectfully submit that the rejection of Claim 14 under 35 U.S.C. § 102(b) should be reversed.

**8. Claims 16 and 17**

On Page 6, Lines 9-14, of the Examiner's Answer, the Examiner states that the '160 patent "discloses the glossy material is made from a polymer, which inherently includes a binder for binding the components of the polymer together. During manufacturing of materials such as polymers microscopic voids-bubbles are inherently present after mixing, kneading, etc. Also, voids/bubbles are present in the glossy coating during the degradation stage once activated by water." The response is that the Examiner is mistaken.

The terms "binder," "bubble," and "void" are not included within the text of the '160 patent. *'160 Patent*. Absence from the reference of any claimed element negates anticipation. *Rowe*, 112 F.3d at 478. In addition, inherency may not be established by speculation, probabilities, and possibilities – the "mere fact that a certain thing *may* result from a given set of circumstances is not sufficient." *Crown*, 289 F.3d at 1377 (emphasis added). Moreover, inclusion of binding material in the polymer of a glossy coating in the '160 patent is irrelevant because the glossy coating of the '160 patent is not Appellants' water-activated mask, let alone a water-activated mask altered to permit viewing of a covered indicator.

Because the '160 patent fails to disclose each and every element of Claims 16 and 17, Appellants respectfully submit that the rejection of Claims 16 and 17 under 35 U.S.C. § 102(b) should be reversed.

**9. Claims 25 and 29**

On Page 6, Lines 15-19, of the Examiner's Answer, the Examiner states that the '160 patent "discloses the glossy coating is a polymer which inherently includes a binder for binding the polymer components and the polymer dissolves in the presence of water (claim 25). Claim



29, [in the '160 patent] the polymer is swellable (col. 3, lines 55-56).” The response is that the Examiner is mistaken.

The term “binder” is not included within the text of the '160 patent. *'160 Patent*. Absence from the reference of any claimed element negates anticipation. *Rowe*, 112 F.3d at 478. In addition, inherency may not be established by speculation, probabilities, and possibilities – the “mere fact that a certain thing *may* result from a given set of circumstances is not sufficient.” *Crown*, 289 F.3d at 1377 (emphasis added). Moreover, inclusion of binding material in the polymer of a glossy coating in the '160 patent is irrelevant because the glossy coating of the '160 patent is not Appellants' water-activated mask, let alone a water-activated mask altered to permit viewing of a covered indicator.

Because the '160 patent fails to disclose each and every element of Claims 25 and 29, Appellants respectfully submit that the rejection of Claims 25 and 29 under 35 U.S.C. § 102(b) should be reversed.

#### **IV. Conclusion**

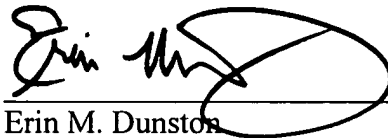
Appellants respectfully submit that the '160 patent fails to anticipate, under 35 U.S.C. § 102(b), Claims 1-8, 10, 11, 14, 16, 17, 25, and 29. Accordingly, Appellants respectfully request reversal of the pending 35 U.S.C. § 102(b) rejections and issuance of a Notice of Allowance.

The Director is hereby authorized to charge any additional fees which may be required,  
or credit any overpayment to Deposit Account No. 50-4047.

Respectfully submitted,  
BINGHAM MCCUTCHEN, LLP

Date: December 24, 2008

By:

A handwritten signature in black ink, appearing to read "Erin M. Dunston", is written over a horizontal line.

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**CLAIMS APPENDIX**

1. A method for providing a golf ball with a visual indication that a property has been altered due to the presence of water in the golf ball, comprising:  
  
    applying a water-activated mask that is altered to permit viewing of a covered indicator upon being subjected to water.
2. The method of Claim 1, wherein the mask alteration includes changing the refractive index of the mask.
3. The method of Claim 1, wherein the mask alteration includes at least partial degradation of the mask.
4. The method of Claim 3, wherein the partial degradation includes at least a partial sloughing off of the mask.
5. The method of Claim 3, wherein the partial degradation includes microbial degradation.
6. The method of Claim 1, wherein the covered indicator of the golf ball has a predetermined color.
7. The method of Claim 1, wherein the covered indicator includes indicia.

8. The method of Claim 7, wherein the indicia is a printed indicia.
9. The method of Claim 7, wherein the indicia is an embedded indicia.
10. The method of Claim 1, wherein the mask is at least partially dissolved by water.
11. The method of Claim 1, wherein the mask is at least partially removed in the presence of water.
13. The method of Claim 12, wherein the mask is made at least partially transparent upon water activation.
14. The method of Claim 1, wherein the mask includes a water-activated binder.
16. The method of Claim 14, wherein the binder include bubbles.
17. The method of Claim 14, wherein the binder includes voids.
25. The method of Claim 14, wherein the binder includes a water degradable polymer.
29. The method of Claim 14, wherein the binder is water swellable.